

# Cambridge English exams

# Terms and Conditions for individual candidates

By ticking the **"I Accept**" check box below, you confirm that you understand that you are registering via the British Council's Online Registration System to take the Cambridge English Exam with the British Council (your "Test Registration") and the payment relating to your Test Registration is directly between the British Council and yourself. All aspects of your Test Registration relating to payment terms, refund and cancellation are as per the policies stipulated below.

The British Council is incorporated in England and Wales by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC03773 in Scotland). Its registered office is at 10 Spring Gardens, London, SW1A 2BN.

### 1. Test Registration

For the steps you need to take to make a Test Registration, please see our <u>how to register for</u> <u>Cambridge English Exam online page</u>. The online registration process allows you to check and amend errors before submitting your Test Registration to the British Council. Please take the time to read and check your Test Registration at each page of the online registration process. You may not register: (i) more than once for the same Cambridge English Exam session; or (ii) for more than one Cambridge English Exam session in any given month.

After you make your Test Registration, the British Council will confirm its acceptance to you in the form of an email from the relevant test centre of your enrolment on the relevant Cambridge English Exam session ("Application Summary"). The contract between you and the British Council will only be formed when you are sent the English Exam Confirmation email. The contract between you and the British Council is formed in the English language.

The British Council reserves the right not to accept Test Registrations after the registration period for the relevant Cambridge English Exam session has closed.

### 2. Fees

The price of your Test Registration will be quoted on the British Council's Online Registration System. Fees may change from time to time, but this will not affect any Test Registration which has been confirmed by an English Exam Confirmation email. Payment for your Test Registration will need to be made in advance through the British Council's Online Registration System or another available payment method. Your Test Registration will not be confirmed until the relevant fee has been paid.

#### 3. Test date transfer

Your Test Registration is valid for one Cambridge English Exam session only. Transfers between Cambridge English Exams sessions and/or exam types e.g.: First (FCE) to Advanced (CAE) are not allowed before or after closure of the relevant registration period. Transfers from one centre to another are permitted only for all papers and only within the respective registration period. Test Registrations are also personal and cannot be transferred to other individuals.

### 4. Refund

You may apply for a **50%** refund if you are unable to attend your entire Cambridge English Exam session (all papers). Fees will be refunded only in the following cases:

- severe illness e.g. admission to hospital or serious injury (does not include illnesses such as cold)
- loss or death of a close family member
- difficult situation / trauma (being a victim of a crime, traffic accident)
- military service

You must provide a medical certificate if you did not attend the exam because of illness and a completed Request for Refund form to support your application for a refund. The request form and supporting documents must be submitted to the British Council no later than seven working days after the written part of the exam. Refund of the fee will be processed within 10 working days from the date of receipt of all supporting documents.

# 5. Cancellation

You may cancel the registration without giving a reason by filling in Request for Refund form and delivering it to the British Council no later than on the last day of the standard registration period applicable to the exam in question. The British Council charges an administrative fee of 25% of the exam fee. You will receive a refund in the amount of **75%** of the regular fee for the exam, for which you registered.

The British Council cannot accept any responsibility for service interruptions caused by factors which are outside of our control. In these cases the British Council will do everything possible to offer you a Cambridge English Exam session at a later date. The British Council may offer a refund in these circumstances at its sole discretion.

The British Council also reserves the right to cancel any Cambridge English Exam if a minimum required number of candidates is not reached by the end of the relevant registration period. In this case, you will receive a full refund of fees paid.

## 6. Test day photography

By making your Test Registration you give your consent to be photographed on your Test Date if required by the current Cambridge English Exam regulations (see **Cambridge English Language Assessment Regulations** section below). In this case, photographs and Cambridge English Exam results will be available on a protected web site called Online Results Verification where institutions will be able to verify your identity and/or results.

The University of Cambridge reserves the right not to publish your Cambridge English Exam results if you have not been photographed according to the Cambridge English Exam regulations. For more information consult the following link: <u>Test Day Photo</u>.

**If you are a candidate aged 18+**, you hereby consent to have your photo taken by the centre on the day of the Speaking test and/or the written papers. You agree for this photo to be held on the secure Cambridge English Verification site and the photo shall only be available to organisations/ individuals that you give your details to or that you authorise to view your result via a download.

**If you are a candidate aged under 18**, by agreeing to these Terms and Conditions, your parent or legal guardian consents to your photo being taken on the day of the examination. This Test Registration must be completed and agreed to by a parent or a legal guardian, in the case of minor candidates. British Council is not to be held responsible in case this stipulation is not complied with.

**If you are taking the exam for UK VISA puposes**, you hereby consent to have your voice recorded by the centre on the day of the Speaking test and/or the written papers. You agree for this voice recording to be sent to Cambridge English Language Assessment.

## 7. Location, date and time

All information regarding the Cambridge English Exam, including the date of the speaking test, the location and your candidate number, will be communicated to you via email approximately 2-3 weeks before your first Test Date. It is your responsibility to contact us if you have not received this information at least 7 days before the test date. The speaking component of the Cambridge English Exam can take place a few days before or after the written components. It is not possible to choose or change the speaking test date; it is your responsibility to check the dates of the speaking test window and avoid clashes with other commitments. You must arrive at the venue at least 30 minutes before the start of the exam. Candidates who arrive late may not be admitted to the exam room.

### 8. General Regulations

The candidates must provide official and original photo identification documents (Identity Card, Passport or Driving licence) in each part of the test. No admittance to the test room is accepted if a candidate is not able to provide a proper ID.

Candidates are not allowed access to their mobile phones, tablets or any other electronic items for the duration of the entire exam. This means that in the breaks between components they are not allowed to access these items.

Any candidate using a dictionary, correction fluid, audio recording equipment, a mobile phone, or any other electronic material, or breaking the regulations in any other way will be automatically disqualified.

Copyright of all Cambridge English Exam materials (including the exam papers) belongs to University of Cambridge. The University of Cambridge does not allow you, exam centres or institutions to review (or request the return of) your answer sheets or any other material used in the Cambridge English Exam once submitted.

## 9. Cambridge English Language Assessment Regulations

A document issued by the Cambridge English Language Assessment called "Regulations" contains a comprehensive list of examinations regulations. The details of these regulations are available here: <u>Cambridge English Regulation</u>.

This document will be sent to you together with the details of your Cambridge English Exam and timetable. It can also be requested via email to the British Council Examinations Office. Should you need your results for VISA/immigration purposes, please contact British Council Examinations Office at time of making your Test Registration to email address exams@britishcouncil.sk

### 10. Special needs

If you have any special needs (eg hearing difficulties), it is possible to make arrangements for extra time, large print, or Braille. You must send your special needs requests at least 10 weeks before your Test Date accompanied by medical evidence. For special needs no late entries are accepted.

### 11. Results

Cambridge English Exam results are accessible on-line; access details will be sent to you in your detailed confirmation email, two-three weeks before your test. Cambridge English Exam papers are marked in the UK by the University of Cambridge. If candidates are not satisfied with their results, they may request a revision of the marks for a fee, by contacting the British Council Examinations Department within the time limits established for each exam. For more information, consult www.cambridgeenglish.org.

### 12. Candidates registered as block entries, through schools, language centres or other institutions

All candidates registered as block entries through a school or institution agree to have their data transmitted through the representative of that institution, to the British Council. **The school or institution is obliged to inform all its candidates and their parents or legal guardians (in the case of minor candidates) about these Terms and Conditions.** 

### 13. Data Protection

We apply the UK Data Protection Act 1998 to all of our global operations unless the local equivalent law is stronger.

The UK Data Protection Act works in two main ways. It gives individuals rights over how their personal information is used and sets out rules for organisations that handle personal information.

Our <u>privacy policy</u> describes how we treat personal information.

Our <u>Personal Information Charter</u> sets out the standards you can expect from us when we handle personal information and what you can do if you think standards are not being met.

Accessing your personal information

Under the UK Data Protection Act any individual has the general right to ask for a copy of the personal information held about them. This means that you can ask for the information that we hold about you. This is known as the right of 'subject access'. When making a request you will need to give us: a request in writing, the £10.00 fee, proof of your identity, proof of your address and any information that we reasonably need to process the request. For example details of our offices or staff that you have had contact with and when.

We will not start looking for your information until we receive all of the above. In order to submit your request, or for help making a request, please contact the Data Protection Officer at <u>Dataprotection@britishcouncil.org</u>. Although you should submit a request in writing, if would like to speak to someone in person, you can contact us by telephone on +44(0)20 7389 3172

Following Slovak data protection legal requirements (Zákon č. 122/2013 Z.z. o ochrane osobných údajov v znení neskorších predpisov), we inform you that the personal details you provide will form part of a processing for which the British Council is responsible and will be communicated to our central office in the United Kingdom.

By facilitating your personal details you give your consent to the British Council for the processing, both in electronic and paper format, of this data for the following reasons:

- To organise and administer the Cambridge English Language Examinations

You also agree that only the data strictly necessary for the administration of the Cambridge English examinations for which you or your child is registered will be sent to Cambridge English Language Assessment.

The British Council may contact you as part of the collection of anonymous statistical data directly related to the exam you are registering for, and that this data will be used for internal British Council research purposes only to improve the exams service.

### 14. Child Protection

The British Council believes that all children have potential and that every child matters – everywhere in the world. The British Council affirms the position that all children have the right to be protected from all forms of abuse as set out in article 19, UNCRC 1989.

#### 15. Contacting the British Council

To cancel a Test Registration, change your Test Date or request a refund, you must contact the British Council in writing by sending an email to <u>exams@britishcouncil.sk</u>. You may wish to keep a copy of your cancellation notice for your own records.

### □ I accept the above Terms and Conditions (tick the box)

Candidate name: .		Exam title:
Candidate signature	9:	Exam date: